

**FACILITIES USE AGREEMENT**

This Facilities Use Agreement ("Contract") is entered into by and between **The University of Connecticut, Department of** Click to Enter Name of Department, a constituent unit of the State of Connecticut System of Higher Education with an address of Click to Enter Address , Connecticut (hereinafter “the University”) and Click to Enter Contractor Name (hereinafter the “Contractor).

**TERM:** Click to Enter Start Date. to Click to Enter End Date.

**USE:** Use of facilities AND/OR Use of equipment (Check One or Both)

## Use Summary: The University agrees it will permit Contractor to use Click to Enter Name of Facility(ies) for the sole purpose of Click to Enter Purpose(s) (hereinafter the “Event”) for the time period specified below and subject to the terms and conditions specified within this Agreement.

**Location:** University of Connecticut Click to Enter a Location Campus

**Day(s) and Hours:** Click to Insert Day(s) and Hours of Use

# **USE FEE: Use Fee payment\* under this agreement is to be made as follows:**

Deposit $Enter Amount due on or before Click to Enter Due Date.

Balance $Enter Amount due on or before Click to Enter Due Date.

**Maximum Amount of Contract $**Enter Amount

\*Payments are to be made to the University of Connecticut in lawful money of the United States of America by non-refundable cashier’s check or certified bank check.

**Send Payment to:** Enter Name

Enter Department

Phone: Enter Number Fax:Enter Number

E-Mail: Enter Email Address

1. If Contractor is not an agency of the State of Connecticut, a deposit equal to twenty-five percent (25%) of said fee shall be submitted by Contractor to the University with this signed Agreement. Said deposit shall be credited against the payment by Contractor of the full fee for use. This deposit shall be non-refundable unless the University terminates this Agreement in accordance with subsection 7.b of Section VII hereof, or the Contractor cancels its reservation at least sixty (60) days in advance of the Event.
2. The University reserves the right to cancel this Agreement if it is not returned with the appropriate deposit. Deposits and payments are non-refundable except where the University is unable to deliver possession of the facility through no fault of the Contractor.
3. **Additional Fees or Services:** This Use Fee herein is the minimum cost of the Event, based on the University’s evaluation of information provided by the Contractor and does not include any additional labor or equipment. As set forth below, the University reserves the right to add, change, alter, or delete any rule, policy or procedure pertaining to the rental of, usage of, or fees charged for the facilities and/or equipment.
   1. If the Contractor requires services, staff, equipment, and/or material in excess of those specified in the Use Fee above, the Contractor agrees to pay the University without demand any sum which may be due for any additional service, custodial overtime services, technical assistance, security services and equipment or material furnished or loaned by the University.
   2. In addition, the University shall make every effort to provide advance notice of at least five (5) calendar days to the Contractor or its authorized representative if any special service is required to support production of the event. This will not be the case with “day-of-the-event” personnel overtime charges assessed as a result of services to support the presentation of the Contractor’s event
   3. The University shall not be responsible for providing, for use of the Contractor, any spaces or venues that are not subject to this Agreement. If the Contractor should decide not to utilize the facilities or any portion thereof, the University shall not be obligated to reduce any fees that have been charged for their use.
4. **Notice**: All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University\*: Click to Enter Name/Address

If to the Contractor\*: Click to Enter Name/Address

[Note: \*Any party may change its Notice information in writing in accordance with this Section.]

# **GENERAL TERMS AND CONDITIONS:**

1. **Contractor Responsibilities:** 
   1. The Contractor shall not include the name of University and/or any of its institutional or athletic insignia or logos in any written materials, advertising or promotion without the prior written consent of the University other than as the location for the contracted event. The name of the University of Connecticut is not to be associated with any group that is not a bona-fide organization of the University.
   2. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, any and all parts of the event(s) covered by this agreement, including without limitation all musical works, dramatic works, literary works, pictorial and graphic works and chorographical works. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this agreement, and shall immediately upon the request of the University, deliver written proof of such to the University.
   3. The University reserves all commercial broadcasting, television, recording and filming rights for its own benefit. The University will consider releasing these rights under a mutually beneficial agreement with the Contractor. Bona fide news coverage shall remain exclusive of such agreement. The Contractor shall not permit the vending or distribution of any merchandise and/or service in the facilities or on the premises of the University except where specifically agreed upon as a part of this Agreement.
   4. The Contractor may not assign any part or right of this Agreement or sublet the University or any part thereof to any other party without the prior written consent of University. The University will not be responsible for any agreement(s) made by the Contractor to Event participants or any other party unless such agreements are expressly made part of this Agreement.
   5. The Contractor agrees to furnish the University Contact with a copy of any contract between the contractor and other parties for review prior to final approval for the use of University facilities.
   6. The Contractor shall comply with all applicable rules, policies and procedures promulgated by the University governing the use of the University’s property and equipment. Specific system and University policies and procedures will be made available to the Contractor upon request. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement which in any manner affect its conduct or its use of the facilities. The University shall not be required to observe or comply with any rules, regulations, or policies of the Contractor that are not specifically stated and agreed to as part of this Agreement.
   7. In the event of weather-related or other closing announcements, please call the relevant Campus’s Weather Information Line. A list of regional campus numbers can be found at the following website: <http://alert.uconn.edu/>. Information is also provided to local radio and television stations; however, the notifications are provided by the media as a courtesy and can be subject to inaccuracies. It is the responsibility of the Event coordinator to contact its attendees in the event of any cancellation. Please note that if the event is cancelled due to inclement weather, every effort will be made to reschedule your event. If that is not possible, your deposit will be refunded.
   8. The Contractor shall see that all refuse and waste will be deposited in proper receptacles each day.
   9. The Contractor shall utilize only the parking areas designated for all automotive parking of Event participants, parents, guests and spectators and agrees to instruct all Event participants, parents, guests and spectators to comply with this requirement.
2. **Security:**
3. The Contractor agrees that it shall be responsible for the cost of any security services so provided by the University. The official representative of the University on site during the contract period shall have full responsibility for the operation of the facility and the areas immediately adjacent thereto and shall act for and on behalf of the University in the management, supervision and control of the facilities.
4. The Contractor shall be responsible for any and all loss of, or damage or injury to, any property owned by the University resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.
5. The Contractor shall be responsible for the conduct of those in attendance at the Event and shall, at the Contractor’s expense, provide for the necessary personnel, as determined by the University, to provide adequate and appropriate supervision of these attendees in accordance with and adherence to all of University policies and procedures which include but are not limited to the use of alcoholic beverages, consumption of food and the prohibition of smoking in all University facilities.
6. Should there be a conflict during the presentation of the program; the Contractor agrees that the official representative of the University will have complete supervision, direction and operational control.
7. The Contractor shall complete a University accident report for any incident requiring administration of first aid. Said accident reports shall be provided to the University’s Public Safety Division within twenty-four (24) hours of any incident.
8. The University shall revoke the privilege of any participant to use any University facility if, in the sole opinion of the University, the participant displays behaviors that are injurious or potentially injurious to themselves, others or property of the University.
9. The Contractor shall not over-subscribe the Event in such a way as to exceed the legal fire capacity, of any of the facilities. If requested, the Contractor shall provide ticket manifests to verify that no over-subscriptions have occurred.
10. **Equipment** :
11. It is the responsibility of the Contractor to provide the University Contact listed in Section II subsection 4 herein with all necessary information with regard to set-up, audio/visual, and other specific information relating to the use of the facilities 30 business days prior to the event. Failure of the Contractor to provide the necessary information will relieve the University from any obligation to provide these services in the manner desired by the Contractor.
12. Equipment provided to or rented by the Contractor as part of this Agreement is for use only in the facilities herein contracted and under the supervision, and operation where appropriate, of University personnel. Under no circumstances shall any equipment be moved from the facilities and/or removed from campus without the express written approval of the University.
13. The Contractor shall see that any equipment provided by the University pursuant to this Agreement shall be used appropriately and returned in good working order to its proper location following use each day.
14. The Contractor agrees that equipment not specified as part of this Agreement shall not be used by the Contractor or Event participants.
15. Contractor agrees that all electrical connections must be made by University personnel and shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the University, under such conditions and restrictions as University may specify.
16. The Contractor agrees that no equipment, device or fixture may be used which, in the opinion of University, endangers the structural integrity of University facilities.
17. No candles are allowed in the facility and the hanging of decorations with tape or nails, to any woodwork, is prohibited.
18. Any equipment or effects of the Contractor remaining on the premises for more than 48 hours after the expiration of this contract without prior written permission of University shall be deemed abandoned and disposed of by University at its sole discretion.
19. The Contractor shall use only its own mobile device or pay telephones to conduct any business while using the facilities, unless there is an emergency.

# **FOOD SERVICE / STATE SALES TAX:**

* 1. The University presently has a contract for the provision of food service with a food service vendor, pursuant to which the food service vendor provides catering services at the University. Requests for catering services shall be made though the University’s food service vendor. Food orders must be placed a minimum of two (2) weeks prior to the Event. The Contractor shall provide an estimate of the number of expected attendees to the University’s food service vendor at the time the service request is placed. The Contractor shall provide the University’s food service vendor a guaranteed guest count no fewer than forty-eight (48) hours prior to the Event.
  2. If applicable, the Contractor shall pay, at a minimum, the per person cost for the number of guests designated in guaranteed guest count provided to the University’s Event Management Office, as well as the per person cost for any guests served in excess of the guaranteed count. Prices for catering services may be obtained from the University’s food service vendor. The University’s food service vendor shall prepare and submit an invoice for the catering service to the Contractor, which invoice shall provide for payment by the Contractor directly to the food service vendor.
  3. In all cases, all information pertaining to changes in food menus, guaranteed guest counts or any other related food service item, must be communicated directly to the University’s food service vendor. The Contractor agrees that neither the University nor the University’s food service vendor shall be responsible for changes in services required or the number of attendees for which the Contractor is charged if such changes are not communicated directly to the University’s food service vendor within the time frames specified in subsection 3 of this Section III.
  4. The Contractor shall cancel catering orders, by directly notifying the University’s food service vendor, a minimum of forty-eight (48) hours (excluding weekends) in advance of the Event. Should the Contractor fail to do so, it shall be responsible for the full cost of the catering service requested, which cost shall be based on the guaranteed guest count provided in accordance with subsection 1 of this Section. Cancellations that are necessitated by inclement weather must be made by 9:00 a.m. eastern standard time on the day of the Event.
  5. Under the Connecticut General Statutes, all sales of food and/or beverages for events held on campus are subject to the Connecticut state sales tax in effect at the time the Event occurs, unless the Contractor provides one of the following approved certifications for tax exemption for the program:
  6. The organization is not reimbursed, in whole or in part, by donation or otherwise, for its payment for the meal by those consuming the meals, and the Contractor has provided an approved CERT-112 or CERT-123 from the Connecticut State Department of Revenue Services listing the University as the retailer. Such exemptions take a minimum of six (6) weeks to process through the Connecticut State Department of Revenue Services. Request forms are available from the Connecticut State Department of Revenue Services either at their office or website, <http://www.ct.gov/drs>.
  7. The Contractor is a nonprofit organization and is collecting a donation or leveling a charge for admission as a fundraiser and has supplied a completed CERT-119 or CERT-134 indicating that the Event is one (1) of the five (5) fundraisers or social events covered by the exemption the organization has for that calendar year, under the SN 98(11) Exemption from the Connecticut State Department of Revenue Services, and listing the University as the retailer. Under no circumstances shall more than five (5) CERT-119 or CERT-134 forms be accepted from any one contractor in a given calendar year.
  8. In all cases, the Contractor shall submit the appropriate documentation to the University’s Event Manager when the Agreement is executed or, in cases where a CERT-112 or CERT-123 is being requested, no later than two (2) weeks prior to the Event. If a CERT-112 or CERT-123 is to be utilized, the Contractor shall submit the request to the Connecticut State Department of Revenue Services no later than eight (8) weeks prior to the Event.
  9. In all cases where the appropriate documentation for tax exemption is not provided within the specified time, the Contractor will be charged all appropriate Connecticut state sales tax.

# **SPECIFIC TERMS AND CONDITIONS APPLICABLE TO ANY PROGRAM INVOLVING MINORS:**

1. For the purposes of this Section, “Event Participants” are defined as all those who are in attendance as a result of the Contractor’s operation of the Event including, but not limited to, Event attendees (“Attendees”), Contractor’s staff and volunteers, service subcontractors, exhibitors, speakers and their guests (“Event Staff”).
2. The Contractor shall comply with Connecticut General Statutes §§ 17a-101 through 17a-103a, inclusive, which currently set forth Connecticut’s mandatory reporting laws concerning known or suspected abuse or neglect of a minor. The Contractor shall ensure that all of its Camp Staff who will supervise or otherwise come into contact with minor Campers are fully aware of, and have been sufficiently trained to comply with, their reporting obligations pursuant to sections 17a-101 through 17a-103a, as may be amended from time to time.
3. Contractor shall only allow Event Staff who have successfully completed a background screening to have direct contact with minor Attendees.  Criminal background screening must meet the standards set forth in the University’s Protection of Minors and Reporting of Child Abuse and Neglect Policy.  Contractor shall be responsible for verifying the completion of said background screenings and shall make such verification available to the University upon request.
4. The Contractor shall implement and enforce program rules and policies for the Event that are designed to safeguard minors.
5. The Contractor shall provide adequate adult supervision of minor Attendees, including establishing and adhering to supervisory ratios consistent with the requirements set forth in section 19-13-B27a(n) of the Connecticut General Statutes. The Contractor shall establish procedures to properly account for the whereabouts of minor Attendees (i.e., sign-in/sign-out procedures, etc.) for the duration of the Event. The Contractor is solely responsible for ensuring, and shall ensure, that all minor Attendees are properly supervised and accounted for at all times. The Contractor acknowledges and understands that the University will not provide or be responsible for the supervision of any minor Attendees or other Camp Participants.
6. Contractor’s failure, including the failure of any of Contractor’s Event Staff, to comply with this Section may result in immediate termination of this Agreement. In addition, Contractor may be disqualified from entering into further contracts with the University.

# **SPECIFIC TERMS AND CONDITIONS APPLICABLE TO PARTICULAR VENUES:**

1. **If theater facilities are reserved**:
   1. The University shall provide essential stage equipment, lighting and sound, technicians, house management, and custodial services as it deems necessary for the Event, as well as any additional services mutually agreed upon by the University and the Contractor. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section I of this Agreement.
   2. The Contractor shall provide ushers, ticket sellers, and ticket collection personnel as deemed necessary by the University’s Event Manager. These services may either be arranged through the University’s Event Manager or provided by the Contractor. Personnel provided by the Contractor for ushering, ticket selling and ticket taking shall be under the general direction of the University’s house management staff and shall arrive at the Event venue for a general training session regarding policies and procedures governing these activities one (1) hour prior to the doors opening for the Event. The Contractor acknowledges and agrees that the failure of such personnel to arrive for this training session on time will delay the opening of the doors for the Event.
   3. Any additional rehearsal and/or dressing room facilities must be specifically included in Section I of this Agreement and the arrangements for set-up or special services in these areas must be made through the University’s Event Manager. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section II of this Agreement.
2. **If a gymnasium or other sports facility is reserved**:
3. All participants, parents, guests and spectators associated with the Event shall be limited to use of the lobby, venue and spectator stands associated with the venue(s) specified in this Agreement.
4. If locker rooms and showers are used, they shall be limited to the "student" locker facilities, unless otherwise specified. The Contractor shall supply or have participants supply their own locks for the lockers and agrees that all lockers shall be cleaned out of all clothing, equipment and supplies after each use, and that all locks shall be removed.
5. The Contractor shall not permit street shoes to be worn on gym courts or pool decks.
6. The Contractor shall not permit gum chewing on gym courts or in pool areas.
7. If the facilities include a University pool, Contractor shall provide, at its sole expense, a minimum of one (1) Red Cross certified lifeguard for each thirty (30) participants engaged in swimming activities. Contractor shall provide the University with a copy of the Red Cross certification held by each lifeguard providing life-guarding services
8. Contractor shall bear the entire expense for any and all officials, referees and timekeepers it requires for the Event.

# **INSURANCE REQUIREMENTS:**

1. **Commercial General Liability**: Contractor shall provide the University a certificate of insurance, from its insurance provider, thirty (30) days prior to the Event, which states that the Contractor is insured for the period of time covered by this Agreement with minimum Commercial General Liability coverage established at: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The University of Connecticut and its Board of Trustees and their agents, officers and employees shall be named as Additional Insured. Said certificate of insurance shall indicate the specific dates covered by this Agreement and reference the Event set forth in Section I of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the State.
2. If alcoholic beverages are served, but not sold, then host liquor liability coverage should be included within the Commercial General Liability coverage. If alcoholic beverages are sold, then a separate Liquor Liability policy ($1,000,000 limit) is required.
3. If an event is catered, then the caterer is required to have insurance coverage in the same amount. A Liquor Liability policy is required of the entity that is either serving or providing the alcohol.
4. **Automobile Liability**: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own a vehicle used in the execution of the Agreement, then only hired and non-owned coverage is required. *[If a vehicle is not used in the execution of the Agreement then automobile coverage is not required.]*
5. **Workers’ Compensation and Employers Liability**: *[If any employees of Contractor are involved in the use of facilities]* Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer’s Liability with minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee.
6. **Additional Provisions**:
7. The Contractor shall assume any and all deductibles in the described insurance policies.
8. The Contractor’s insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
9. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State.
10. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail return receipt, has been given to the University of Connecticut.
11. All coverage is to be written on an “Occurrence” policy form.
12. The insurance companies providing coverage must have an A-, VII or better rating in the current edition of Best’s Key Rating Guide and be licensed to do business in the State of Connecticut.
13. Contractor shall provide the University with a certificate of insurance thirty(30) days prior to the event, which states that the contractor is insured for the period of time covered by this Agreement and reference the event and event dates set forth in Section I of this Agreement.
14. If Contractor claims to be a nonprofit agency, it must provide a copy of the appropriate official state or federal certification of that status, thirty (30) days prior to the Event. Failure to provide such certification will result in appropriate changes in Event pricing or cancellation of the reservation. Any documentation and/or certification provided for substantiation that an organization is a nonprofit agency under Connecticut state law shall only constitute verification of eligibility for nonprofit facility use rates, and shall not cover any exemption for Connecticut state sales tax for food purchases related to the Event. Criteria and documentation required for such exemptions are listed, in detail, in Subsection 5 of Section IV of this Agreement.

# **MANDATORY STATE CONTRACT PROVISIONS:**

* + - 1. **Statutory Authority**. Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and/or 10a-151b provide the Universitywith authority to enter into contracts in the pursuit of its mission.
      2. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
      3. **Indemnification.**  The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys’ fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor’s employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.
      4. **Claims**. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
      5. **Nondiscrimination**:

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and “contract” include any extension or modification of the Contract or contract; (iii) "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

1. **State Executive Orders:** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it.  The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor’s request, the University shall provide a copy of these orders to the Contractor.
2. **Termination:**
3. **Termination for Cause.** In the event that the Contractor shall fail to perform, keep or observe any of these terms, covenants or conditions of this contract, the Universitymay terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
4. If the Contractor and the Universityreach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
5. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement at that time by written notice of such termination.
6. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract at that time by written notice of such termination.
7. The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
8. Remedies for Default:  If the solution mutually agreed upon pursuant to subsection (i) of this Section is not implemented within the thirty (30) days provided in said subsection, the Contractor shall forfeit all rights under this agreement, to any monies paid to the University, in the form of deposits, advance payments, etc., and be further responsible for any additional monies owed which the University deems necessary to cover expenses incurred due to the cancellation of the Contractor’s event.
9. **Termination for Convenience**
10. The University may terminate this Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

ii. If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor Please Insert Number of Days days’ written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice. In the event the University so terminates the Contract, the Use Fee (as defined herein) shall be apportioned as of the date of termination.

1. **Force Majeure**.If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party’s obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
2. **Campaign Contribution Restrictions**. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein as Exhibit A.
3. **Entire Agreement and Amendment**. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

# **ACCEPTANCE OF AGREEMENT**

If a signed original of this Agreement has not been received by the University two weeks prior to event, University shall have the right to contract with other parties for the use of the space without notice to Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**UNIVERSITY OF CONNECTICUT Click to Enter Name of Contractor**

Click here to enter text. Click here to enter text.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: |  | Signature: |  |
| Print Name | Click here to enter text. | Print Name | Click here to enter text. |
| Title | Click here to enter text. | Title | Click here to enter text. |
| Date |  | Date |  |

University Approved Template rev. 8/17/2017

**CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION EXHIBIT A - SEEC NOTICE**

**Rev. 1/11**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor,

Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

**CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result with the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec.](http://www.ct.gov/seec) Click on the link to “Lobbyist/Contractor Limitations.”

**DEFINITIONS**

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization**,** (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory

committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.